

**Enrolled Memorandum of the Meeting
Study Session/Meeting
Twenty-Eighth Town Council of Highland
Monday, October 15, 2018**

The Twenty-Eighth Town Council of the Town of Highland, Lake County, Indiana met in a study session on **Monday, October 15, 2018** at 6:54 O'clock P.M., in the regular place, the meeting chambers of the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

Silent Roll Call: Councilors Bernie Zemen, Dan Vassar, Mark Herak, Steve Wagner and Konnie Kuiper were present. The Clerk-Treasurer, Michael W. Griffin was present to memorialize the proceedings. A quorum was attained.

Officials Present: John M. Bach, Public Works Director; and, Kathy DeGuilio-Fox, Redevelopment Director were present.

Additional Officials Present: Ed Dabrowski, IT Consultant (Contract); and Larry Kondrat, Board of Waterworks Directors were present.

General Substance of Matters Discussed.

1. Discussion of the Rudolph Frigo Matter.

The Public Works Director and the Town Council reviewed the dissatisfaction expressed by Mr. Rudolph Frigo, 2028 38th Street, Highland regarding the quality of the installation of replacement curb (gutter) and driveway, in consequence of the Town's sidewalk/concrete replacement program. Mr. Frigo's complaint was that water still collected or "ponded" along the curb. Mr. Frigo participated in the program with the belief that the replacement of the assets would eliminate the collecting water or ponding.

The Public Works Director indicated that there it was reviewed and determined that there was no representation made in which someone suggested that the project would end the ponding or the collection of water. The Public Works Director also indicated that this project, which was first undertaken around August 2015, was under the supervision of Colin Peterson, then the Streets Supervisor. (Mr. Peterson is now employed by the Town of Griffith). The Public Works Director further indicated that Mr. Peterson states that he made no representations regarding the reduction or elimination of ponding.

It was further noted that Mr. Frigo communicated his disapproval of the project, and that the project was redone at least two more times, without satisfying Mr. Frigo, as there was still some ponding and collection of water along his curb.

The Public Works Director suggested that the ponding was not unusual or unduly excessive. He further revealed that after discussion with Mr. Frigo, Mr. Frigo was seeking a settlement in the amount of one thousand dollars (\$1,000). It was further disclosed during this discussion that some of the ponding might be somewhat ameliorated once the street was resurfaced. The Town Council explored whether the resurfacing of Mr. Frigo's street, which was scheduled, could be moved up in the current season. The Public Works Director suggested that he believed he could move the resurfacing of that block of 38th Street up in the scheduling queue.

The Town Council expressed a preference with moving forward with the resurfacing of the street and not taking any further steps to authorize a claim settlement in any amount with Mr. Frigo.

Mr. Frigo's letter communicating his dissatisfaction was distributed with the packet as well as his agreement for the replacement work.

September 3, 2018

Mr. John Bach
Public Works Director
3001 Kennedy Avenue
Highland, IN 46322

Dear Mr. Bach:

Having lived in this home for over thirty years, I have been very happy with the Town of Highland and the services and people associated with the Town.

August 21, 2015, a contractual agreement was signed regarding the concrete replacement to prevent water collection at the curb and driveway in front of my home. Receipt of \$2,119.00 was given to me on August 24, 2015. (Copies of Agreement and Receipt are attached.)

Work was completed. Water was still collecting. Work redone. Water was still collecting. Work was redone for third time. Water was still collecting. Now I am disappointed in the City of Highland. Your people have driven by repeatedly and have acknowledged that nothing has changed and no improvement. They have suggested I send a letter for resolution of this problem.

The only solution I can see at this time is a refund of my money.

Thank you.

Sincerely,
Rudolph Frigo
Rudolph Frigo
2028 38th Street
Highland, IN 46322



Concrete Replacement Agreement

THIS AGREEMENT, made this day 2 of 8 2018 by and between the TOWN OF HIGHLAND, 3333 Ridge Road, Highland, Indiana, hereinafter called "Town" and RUDOLPH V. FRIGO of 2028-38th STREET hereinafter called "Resident."

In consideration of the mutual promises herein contained, the parties agree as follows:

1. Resident hereby agrees to participate in the Town's public concrete replacement program.
2. Within a reasonable period of time after the execution of this agreement, the Town shall provide the necessary labor, masonwork, equipment, and materials to remove and dispose of the concrete in the public sidewalk, drive apron, and/or curb adjacent to the Resident's property.
3. The Resident shall replace all concrete within fourteen (14) days of completion of removal by the Town.
4. The replacement sidewalk installed by the Resident, either individually or by a licensed contractor, must be in accordance and consistent with the ordinances and specifications of the Town.
5. The cost of replacing the removed sidewalk, drive, and/or curb shall be at the Resident's sole expense.
6. The Resident may elect to have the sidewalk, drive, and/or curb replaced by REX Construction under the terms of its agreement with the Town. Should the Resident elect this option, the Resident, prior to construction, shall deposit with the Office of the Clerk-Treasurer, the amount estimated to be the Resident's share of the cost for replacement. Upon the satisfactory completion of the work, the contractor shall be paid by the Town from these funds.
7. Resident agrees to provide the Town, and its agents, with appropriate access, including ingress and egress, to remove the existing concrete.
8. Resident shall provide the necessary supervision of the finished concrete during the curing period and assume all responsibility for damages.
9. The cost for the removal of trees, tree roots, or any other obstacle that may impede or hinder the proper installation of the new concrete shall be the responsibility of the Resident.
10. Resident hereby agrees to indemnify and hold the Town harmless from any and all actions, claims, demands, liabilities, and damages which may in any manner be imposed on or incurred by the Town as a consequence of, or rising out of, any act or omission on the part of any of its employees or agents in connection with the removal and replacement of the concrete.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

SIGNATURE (RESIDENT) *Rudolph Frigo*

There being no further business necessary or desired to be discussed by the Town Council, the regular study session of the Town Council of **Monday, October 15, 2018**, was adjourned at 7:05 o'clock p.m.

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer